

5556_AirComplaint

KENNEDY LILLIS SCHMIDT & ENGLISH

Nathan T. Williams

75 Maiden Lane, Suite 402

New York, New York 10038-4816

Telephone: 212-430-0800

Telecopier: 212-430-0810

Attorneys for Plaintiff

JUDGE RAKOFF

11 CIV 3034

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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AMERICAN HOME ASSURANCE COMPANY,

Plaintiff,

11 CV ()

- against -

TRANS AM AIR & SEA FREIGHT (NYC) INC.,

Defendant.

COMPLAINT

MAY 04 2011

U.S.D.C. S.D. N.Y.
CASHIERS

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Plaintiff, American Home Assurance Company ("AHAC"),
through its attorneys, Kennedy Lillis Schmidt & English, alleges
the following upon information and belief:

INTRODUCTION

1. This case arises from the failure of Trans AM Air
& Sea Freight (NYC) Inc. ("Trans AM") to deliver in good actual
order one crate packed with two pieces of glass ("Cargo") in
international air transportation under Trans AM Airway Bill
Number 339668 (Trans AM AWB).

PARTIES

2. AHAC was and is a corporation organized and existing under and by virtue of the laws of the State of New York, with an office and place of business at 175 Water Street New York, NY 10038-4969.

3. AHAC is the subrogated underwriter of the shipper, consignee, or owner of the Cargo that Trans AM failed to deliver.

4. AHAC is entitled to maintain this action and brings it on its own behalf and as agent or trustee on behalf of and for the interest of all parties who are or may become interested in the said shipment, as their respective interests may ultimately appear.

5. Trans AM is a corporation organized and existing under and by virtue of the laws of New York with a principal place of business at 145/43A 226th Street, Springfield Gardens, New York 11413.

6. Trans AM was and is engaged in business as a common carrier of goods by air for hire.

JURISDICTION

7. AHAC's claim arises under a treaty of the United States, to wit, Convention for the Unification of Certain Rules for International Carriage by Air, May 28, 1999, S. Treaty Doc. No. 106-45, and this Court has jurisdiction pursuant to 28 U.S.C. 1331.

CAUSE OF ACTION: BREACH OF CONTRACT OF CARRIAGE

8. On or about June 18, 2010, under the Trans AM AWB, Trans AM agreed to safely carry and deliver three crates packed with six pieces of glass, then in actual good order and condition, from Hong Kong to New York.

9. Trans AM acknowledged its receipt of the Cargo in good order and condition.

10. However, in breach of its contractual duties and its duties as a common carrier of goods by air for hire, Trans AM failed to deliver one crate containing two pieces of glass in actual good order, delivering it rather in damaged condition.

11. As a direct and proximate result of Trans AM's breach of its contractual duties and its duties as a common carrier of goods by air for hire, AHAC and its Insured have sustained damages totaling \$17,474.57 as nearly as can now be

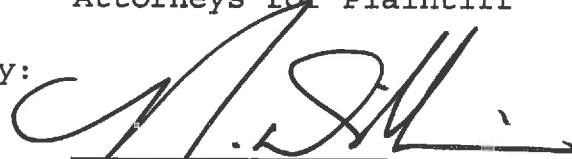
determined, no part of which has been paid although duly demanded.

WHEREFORE, AHAC demands judgment against Trans AM up to the sum of \$17,474.57, plus interest, costs, and disbursements of this action and such other and further relief this Court deems just and proper.

Dated: New York, New York
May 3, 2011

KENNEDY LILLIS SCHMIDT & ENGLISH
Attorneys for Plaintiff

By:

A handwritten signature in black ink, appearing to be 'N. Williams', written over a horizontal line.

Nathan T. Williams
75 Maiden Lane - Suite 402
New York, New York 10038-4816
(212) 430-0800